

This technical bulletin deals with the issue of compliantly settling donor donation debts. This bulletin is supplementary to Bulletin T13-10 and adds additional clarification and documentation. It deals specifically with the following Canadian RPGAs.

Canadian Organization for International Philanthropy (COIP)  
Relief Lending Group (RLG)  
Mission Life Financial (MLF)  
PharmaGifts International (PGI)

### **TOPIC: Compliant Debt Settlement - Maintaining a Valid Tax Position**

PGC advises its Members to make certain their donation debts are settled in a compliant manner in order to establish a valid position with respect to their tax credits and the CRA. This bulletin is intended to assist Members review the documentation necessary to establish such claims and to see where incomplete or non-existent documentation can be problematic. The following is a summary of the documentation required:

1. Contract from the original RPGA program.
2. Proof of your Independent, "Arms Length" Purchase of Settlement Pharmaceuticals
3. Proof of the Ownership Transfer to you of the Settlement Pharmaceuticals
4. Proof of the Quality of your Settlement Pharmaceuticals
5. Proof of Delivery of the Settlement Pharmaceuticals to the Original Vendor.
6. Proof of Invoicing for return of the Coupon at the original value.
7. Proof of Acceptance of the Settlement Pharmaceuticals by the Original Vendor
8. Proof of Return of Coupon in Satisfaction of the Original Debt.

Items 7 and 8 are desired but not necessary if steps 1 to 6 can be proven. On the following pages you will see specific examples of the documents identified above for an already completed process. A description of each document and its importance is also included.

### **Summary and PGC Member Recommendation.**

This process can seem daunting to the average donor. It is very complex and confusing to the ordinary person. Because of this, PGC strongly recommends the process be accomplished by an independent professional organization that employs legal professionals, bound by professional codes of practice to properly represent the donor's rights and obligations.

The only organization that has met the PGC criteria to date is Justice Trading Ltd. , acting through the Escrow agent Doris Law Office in Ottawa.

All and any other organizations are welcomed to submit their data to PGC for review, however, none have done so to date.

## 1. Contract and Instructions from the Original RPGA program.

Each donor will have a copy of his/her own original participation contract. That contract is the most important document that describes the debt settlement options. Some of the original RPGAs have provided additional instructions. Below are typical instructions supplied by Relief Lending Group to donors regarding the debt settlement process. Note that the letter is typically undated and unsigned, but can be traced as authentic. These instructions are in general agreement with the donor contracts, however, they have imposed some additional non-contractual conditions. Although it is not necessary for donors to meet anything more than what is in their original contract, it is preferable to cooperate if possible.



### 2008 Relief Lending Group Program - Options for settling the debt?

Dear ~~XXXXXXXXXX~~,

We have received your inquiry on what options are available for settling your debt with Relief Lending Group.

Our records show you purchased 13,500 Medicine Units comprised of 13,500 Ciprofloxacin (250 mg) pills in 2008 with the following coupon# 2008-2984. If you made more than one purchase in 2008 you will have additional amounts owing.

At any time you may source and purchase replacement pharmaceuticals on your own and ship them at your expense to:

Agkuran Distributing Ltd  
c/o Southern Cross Freight Logistics Ltd.  
9 Felthambrook Industrial Estate  
Felthambrook Way  
Feltham,  
TW13 7DU  
United Kingdom

#### IMPORTANT actions or information to include:

1. Certificates of Analysis need to be included with all shipments with a copy sent to Agkuran
2. Agkuran and Southern Cross should be notified by the shipping company in order that they may be prepared to accept the pills into Bond and clear them through customs
3. Ensure proper clearance instructions are provided to both Agkuran and Southern Cross
4. **ALL REPLACEMENT PHARMACEUTICALS MUST HAVE AN EXPIRY DATE OF AT LEAST 1 YEAR from the date of receipt to be accepted.**


Once Southern Cross has verified your shipment has been received and is complete, Agkuran will return your coupon to RLG on your behalf. RLG will follow-up with a letter releasing you of your debt. Please note that any interest amounts owing must be paid up to date in order for the Release Letter to be provided. If any amount of Pre-Paid Interest is on account, a refund will be provided along with your release letter.

## 2. Proof of your Independent Purchase of Settlement Pharmaceuticals.

Each donor should receive a confirmation of their order for Settlement Pharmaceuticals in a format similar to the example below. The most important and critical point here is that the supplier be an independent “arms length” supplier. The supplier used cannot be related in any way to the original RPGA or have any influence exerted by the original RPGA. This includes any kind of restriction or “authorization” from the RPGA, which would be interpreted as non-arms length. A non-arms length vendor of Settlement Pharmaceuticals will certainly strengthen the CRA argument for disallowing the original tax credit.

Please refer to Appendix 1 for information regarding the CRA position on the original RPGA organization and their relationships. PGC has several independent legal opinions on this factor and agrees with the CRA position with respect to the original RPGA structure.

### Example of Independent Purchase Receipt



**JUSTICE TRADING LIMITED**  
 Trident Chambers  
 Road Town, P.O. Box 146  
 Tortola, British Virgin Islands

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**RECEIPT      00001**

**To:** \_\_\_\_\_

**Re:**      Purchase Agreement between the Purchaser and Justice dated      17 December, 2012

All capitalized terms not defined herein have the meaning ascribed to them in the Purchase Agreement.

Justice hereby acknowledges receipt of payment in full for the below Sub-order:

Suborder No.	Suborder ID (Issued by Justice)	Pharma Code	Pharma Type	Quantities	Packing & Shipping info	Sub-order Purchase Price
1	00019RLG1.08. 1	RLG1	CIPROFLOXACIN TABLETS USP 250 MG	13,500	Batch No. T3151 with CERTIFICATE OF ANALYSIS by WHO GMP certified manufacturer	[REDACTED] USD
					PACKING: 01 x135 x100T	
					NET WT: 9.4 KG	
					GROSS WT: 10.6 KG	
					SHIPPER SIZE: 43.0 x33.0 x 26/0 CM	
					Mfg. Date: 03/13	
					Exp. Date: 02/17	
					No of Cartons: 01	

**JUSTICE TRADING LIMITED**

\_\_\_\_\_  
9 April, 2013

\_\_\_\_\_  
Mr. Tal Cohen  
(authorized signatory)

\_\_\_\_\_  
(signature)

**Note:** The Purchase Price of the Sub-order reflects only the cost of goods. Any additional costs such as for storage, shipping, and custodial services are compliments of Justice Trading Limited.

### 3. Proof of your Ownership of the Settlement Pharmaceuticals.

Each donor must be able to prove they have ownership of the Settlement Pharmaceuticals in order to be able to compliantly transfer that ownership for the purposes of debt settlement. It is not necessary for donors to take possession of the products, but proof of ownership is critical.

#### Example of Title Transfer



JUSTICE TRADING LIMITED  
 Trident Chambers  
 Road Town, P.O. Box 146  
 Tortola, British Virgin Islands

#### TRANSFER OF TITLE

**To:** \_\_\_\_\_

**Re:** Purchase Agreement between the Purchaser and Justice dated 17 December, 2012

All capitalized terms not defined herein have the meaning ascribed to them in the Purchase Agreement.

Whereas Justice has title to the pharmaceuticals that comprise the below Confirmed Sub-order/s :

Suborder No.	Suborder ID (Issued by Justice)	Pharma Code	Pharma Type	Quantities	Packing & Shipping info	Sub-order Purchase Price
1	00019RLG1.08.1	RLG1	CIPROFLOXACIN TABLETS USP 250 MG	13,500	Batch No. T3151 with CERTIFICATE OF ANALYSIS by WHO GMP certified manufacturer	CDN
					PACKING: 01 x135 x100T	
					NET WT: 9.4 KG	
					GROSS WT: 10.6 KG	
					SHIPPER SIZE: 43.0 x33.0 x 26/0 CM	
					Mfg. Date: 03/13	
					Exp. Date: 02/17	
					No of Cartons: 01	

FOR VALUE RECEIVED Justice hereby sells, assigns and transfers unto the Purchaser the pharmaceuticals comprised in the above table free from any Liens whatsoever.

**JUSTICE TRADING LIMITED**

8 April, 2013

Mr. Tal Cohen  
 (authorized signatory)

(signature)

#### 4. Proof of the Quality of the Settlement Pharmaceuticals.

Each donor is contractually bound to provide Settlement Pharmaceuticals that meet the requirements of the original contract. It is necessary to provide proof of this compliance, including shelf life remaining, from and independent and certified laboratory. A certificate of compliance example is below:

<b>BHARAT PARENTERALS LTD.</b>			
Plot No.: 144 & 146, Jarod-Samlaya Road, Vill. Haripura, Ta. Savli, Dist. Baroda.			
<b>QUALITY CONTROL LABORATORY</b>			
<b>CERTIFICATE OF ANALYSIS</b>			
Mfg. Lic. No. : G/1269		Certificate No. : BPL-G/TF-002/13	
Product Name : CIPROFLOXACIN TABLETS USP 250mg			
Batch No. : T3151		Mfg. Date : 03/2013	
Batch Size : 500000 Tablets		Exp. Date : 02/2017	
Qty. Sample : 80 Tablets		Tested on : 03/04/2013	
Standards : U S P & In-House		Completed on : 05/04/2013	
Sr No	TEST	SPECIFICATIONS	RESULT
1.	Description	A white colored, circular, biconvex, film coated tablets.	A white colored, circular, biconvex, film coated tablets.
2.	Identification	By H P L C	Complies
3.	Average Weight	527.0 mg $\pm$ 5.0 %	527.08 mg
4.	Uniformity of weight	Not more than two of the individual weights deviate from the average weight by $\pm$ 5.0 % and none deviate by $\pm$ 10.0 %	Complies Deviation : -1.19% to +1.23%
5.	Disintegration time	Not more than 30 Minutes	11 Minutes & 08 Seconds
6.	Dissolution	Not less than 80.0 % (Q)	92.05 %
7.	Uniformity of dosage unit	85 % to 115 % of the label claim and RSD is not more than 6.0 %.	Complies
8.	Assay		
	Each film-coated tablet contains		
	Ciprofloxacin Hydrochloride USP eq. to Ciprofloxacin 250 mg	90.0 % to 110.0 % i.e. 225.0 mg to 275.0 mg	97.49 % i.e. 243.73 mg
<b>CONCLUSION:</b> This is to certify that the above product complies with the USP35 & In-House standard and specifications, Hence it is released.			

Analysed By : YFR  
(Q.C. Chemist)  
Date : 05/04/2013

Checked by : JVP  
(Asst. Q.C. Manager)  
Date : 05/04/2013

Approved by : DIM  
(Asst. Q.C. Manager)  
Date : 05/04/2013

## 5. Proof of Delivery of the Settlement Pharmaceuticals to the original Vendor.

Each donor must be able to provide evidence in an acceptable manner that he/she has attempted/achieved delivery to the original vendor. Below are typical documents that demonstrate proof of delivery.

125 5000 4231		125- 5000 4231	
Shipper's Name and Address W/S. ESKEN OVERSEAS (PVT) LTD 19TH FLOOR, CENTRE-1, WORLD TRADE CENTRE, CUFFE PARADE, MUMBAI - 400 005		Not negotiable <b>Air Waybill</b> Issued by British Airways London Member of IATA <b>BRITISH AIRWAYS WORLD CARGO</b>	
Consignee's Name and Address AGKURAN DISTRIBUTING LTD C/O SOUTHERN CROSS FREIGHT LOGISTICS LTD. 9 FELTHAM BROOK INDUSTRIAL ESTATE FELTHAM BROOK WAY FELTHAM, TW 137DU UNITED KINGDOM		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted for carriage) SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.	
Telephone Number ApeX Freight System Pvt. Ltd. Mumbai		FREIGHT PREPAID NOTIFY: AGKURAN DISTRIBUTING LTD C/O SOUTHERN CROSS FREIGHT LOGISTICS LTD. 9 FELTHAM BROOK INDUSTRIAL ESTATE FELTHAM BROOK WAY FELTHAM, TW 137DU UNITED KINGDOM	
Air Waybill No. 137/2013		Reference Number	
Place of Origin MUMBAI AIRPORT, INDIA		Optional Shipping Information	
To LON BRITISH AIRWAYS		Declared Value for Carriage	
Airport of Destination LONDON		Declared Value for Customs	
Handling Information I CONFIRM NO YE/SO FREIGHT TO BEST OF KNOWLEDGE; I CONFIRM NO TONER CARTRIDGE IN FREIGHT MARKS & NO: CIPROFLOXACIN TABLETS USP 250 MG BATCH NO: T3151 PACKING : 01 x135x100T NET WT. IN KGS : 9.4000 KGS GROSS WT. IN KGS : 10.600 KGS SHIPPER SIZE : 43.0x33.0x26.0CM			
No. of Packages 1		Nature and Quality of Goods 13500 TABS OF CIPROFLOXACIN TABLETS USP 250 MG	
Gross Weight 10.60		Total 3200.00	
Net Weight 9.40		Total 3200.00	
Volume 0.211		Total 3200.00	
No. of Cartons 01		Total 3200.00	
Prepaid 3200.00		Other Charges AWB: 150.00 PCA: 250.00 CTG: 50.00 MCC: 150.00 MYC: 627.00 SC: 74.00 XRAY: 100.00 CGC: 455.00	
Valuation Charge 400.00		Tax	
Total Other Charges Due Agent 1456.00		Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.	
Total Other Charges Due Carrier 5056.00		Signature of Shipper or his Agent APEX FREIGHT SYSTEM PVT LTD MUMBAI	
Currency Conversion Rates		15th April 2013	
Charges at Destination		Executed on (date) at (place)	

COPY 6 (EXTRA COPY)

1255006

Justice Trading Ltd

Justice Trading Ltd  
Trident Chambers, Road Town, P.O. Box 146  
Tortola, British Virgin Islands

### PACKING - LIST

DATE 15/4/2013

REF. SHIPPING INVOICE NO. 137/2013

PRODUCT	CARTON NOS	BATCH NO	PACKING	MFG DATE	EXPIRY DATE
CIPROFLOXACIN TABLETS USP 250 MG	1	T3151	01x135x100T	03/13	02/17
Num of cartons: 1 carton GROSS WT: 10.6 KG NET WT: 9.4 KG SHIPPER SIZE: 43.0 x33.0 x 26/0 CM	TOTAL		13,500 TABS		
Individual pack gross: 10.6 WT in KG: 135x100T Individual pack net: 9.4 WT in KG: 135x100T					

For JUSTICE TRADING LIMITED

AUTHORISED SIGNATORY



## APPENDIX 1

The Canada Revenue Agency (CRA) has taken the position that the original RPGA structure was a “non-arms length” structure. When this is coupled with their position that the loan is a sham loan and the debt is a non-full recourse debt, it gives the CRA a strong legal argument. It is therefore critical to prove these positions incorrect in order to protect the original tax credit achieved. This is done by settling the debt according to the options in the original contract, thus proving that the loan is not a sham loan and was in fact a bona fide full recourse debt. Secondly, the debt must be settled without any involvement whatsoever from the original RPGA other than accepting the settlement pharmaceuticals and providing evidence of the debt settlement.

Below are excerpts from the CRA audit findings for the 2009 RLG program. Other years and programs are similar. Please note the inter-relationships of the parties. This is not a significant problem for the original donors, however, it is a major problem for debt settlement.

### Major Parties Involved

11. A Marketing Company (“MCO”) was formed on March 14, 2008 to provide marketing services to RLG Inc.
12. Agkuran is an Alberta corporation which was incorporated on March 15, 2008 for the purpose of supplying pharmaceuticals as an authorized vendor for the Program.
13. Various offshore entities located in Belize (“BCOs”). One of BCOs (“BCO1”) was the purported supplier of the pharmaceuticals to Agkuran. BCO1 purchased the pharmaceuticals from certain BCOs.
14. An offshore entity located in Barbados (“DCO”). DCO was the purported supplier of the pharmaceuticals to some of BCOs. DCO also warehoused the pharmaceuticals during the period June 2009 to September 2009.
15. The pharmaceuticals were manufactured in India by two different companies (“Indian manufacturer”). The Indian manufacturer supplied the pharmaceuticals to the BCOs and DCO.
16. A Management Services Company (“MSC”), provided administrative support services to RLG Inc., Agkuran, MCO and the BCO1.
17. The director of MSC is the brother in law of the director of Agkuran. The director of MSC is also a former colleague of the president of RLG Inc. In addition a common colleague of both the director of MSC and President of RLG Inc. provided a distribution network to the Program for a fee.
18. A warehouse where the pharmaceuticals were stored located in India (“Indian warehouse”). The pharmaceuticals were delivered and stored at the Indian warehouse for part of the year only.
19. A warehouse where the pharmaceuticals were stored located in the United Kingdom (“U.K. warehouse”). The pharmaceuticals were delivered and stored at the U.K warehouse for balance of the year.



### Non-arm's length purchase price

Another important element of the definition of Henderson is that the buyers and sellers should be dealing with each other at arm's length. It is also our position that the purchase price of \$1 per MU or \$28 / CU is not an accurate reflection of the FMV because it is an inflated price derived from a series of predetermined and interconnected transactions between non-arm's length parties.

### Arm's Length

Paragraph 251(1)(c) provides that it is a question of fact whether persons not related to each other are dealing with each other at arm's length at a particular time.

Information bulletin (IT-419R2) provides guidance for determining if parties to a transaction were dealing at arm's length. The bulletin sets forth the following criteria in paragraph 23:

- was there a common mind which directed the bargaining of both parties to a transaction;
- were the parties to a transaction acting in concert without separate interests; and
- was there "defacto" control.

In addition, according to paragraph 24 of this bulletin, when one person (or a group of persons) is, in fact, the bargaining agent, or the mind by which the bargaining is directed, on behalf of both (or all) parties to a transaction, then the parties cannot be dealing at arm's length. In addition, even when there are two distinct parties (or minds) to a transaction, but these parties act in a highly interdependent manner (in respect of a transaction of mutual interest), then it can be assumed that the parties are "acting in concert" and therefore are not dealing with each other at arm's length.<sup>6</sup>

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<sup>6</sup> See also *McNichol v. Canada*, 97 DTC 111, No 94-1577(IT) G, and *M.N.R v TR Merritt Estate*, 69 DTC 5159 at pages 5165-66.

PGC concurs with the CRA on some but not all of their position. It is obvious that a non-arms length arrangement is necessary and PGC agrees with this position. It is also obvious that evidence is required. The CRA frequently asserts "there is no evidence to....." PGC concurs that evidence is required not only for the CRA, but for the tax court of Canada.

It is our position that the promoter, RLG Inc., and/or its agents/representatives were the “common mind” behind the series of the predetermined and interconnected transactions and that the remaining parties to the Program i.e., Agkuran, HEDAC, MSC, MCO, BCO1, BCOs and DCO were as a group “acting in concert” since they acted with considerable interdependence in transactions involving the common purpose of making the Program work. Therefore, the parties were not dealing with each other at arm’s length.

Following are some of the factors that support our position:

1. Agkuran was incorporated solely for the purpose of being the authorized vendor of the Program and had no other customers besides the Participants of the Program.
2. There is no indication of RLG Inc. conducting any due diligence on Agkuran before retaining Agkuran as the authorized vendor of the Program.
3. Agkuran did not have any other supplier for the MUs / CUs besides BCO1. Agkuran did not attempt to source the MUs / CUs from any other supplier.
4. Agkuran was aware or should have been aware that the MUs / CUs could be purchased from the Indian manufacturer for a fraction of the price charged by BCO1.
5. Agkuran did not redeem any of the Coupons. Agkuran was not compensated for holding the Coupon, i.e., no interest accrued on the face value of the Coupon.
6. Agkuran purportedly purchased the MUs for \$1 per MU and the CUs for \$28 per CU from BCO1 and sold the MUs / CUs to the Participants at the same price without any mark-up.
7. Even though Agkuran purchased the MUs / CUs in bulk from BCO1, it did not pay BCO1 the bulk price or did not obtain any volume discounts.
8. Agkuran received a referral fee of up to 4% of the Coupon amount, even though RLG Inc. was referring the Participants to Agkuran.
9. Agkuran did not conduct any due diligence on RLG Inc. to determine if the RLG Inc. had the ability to honour the Coupons. Neither did Agkuran require RLG Inc. to provide any security for accepting the Coupons.
10. Agkuran is willing to hold the Coupons for up to eight years without charging any interest on the outstanding Coupons.
11. Agkuran was not able to identify the principals, owners, officers or directors of BCO1.
12. There is no indication of Agkuran conducting any due diligence on BCO1 prior to accepting BCO1 as a supplier.
13. There is no information on BCO1 in the public domain.
14. The terms of payment for the supply by BCO1 to Agkuran are not indicative of an arm’s length relationship between BCO1 and Agkuran. According to the terms, BCO1 receives 4% of the purchase price upon delivery and has agreed to accept equivalent MUs / CUs from Agkuran for the balance of 96%. It is our opinion that an arm’s length supplier would not accept equivalent MUs / CUs as a method of payment for the sale of MUs / CUs.

This is supported by the fact that the Indian manufacturer did not accept such terms.

15. Agkuran was a newly created company with no assets or history with BCO1, yet BCO1 extended a credit to Agkuran for 96% of the purported purchase price.

16. Agkuran was obligated to pay the balance of the purchase price of the MUs / CUs to BCO1 in five years and one day but Agkuran did not have the means to pay the balance in cash unless Agkuran cashed the RLG Inc. Coupons, which it did not.
17. MSC, a Canadian company, signed delivery directions as BCO1's agent.
18. RLG Inc., Agkuran, and BCO1 all used MSC to manage the purchases, shipments, deliveries and invoicing of the MUs /CUs.
19. The books and records of RLG Inc., Agkuran, and MCO were maintained by MSC.
20. BCO1 and Agkuran have identical invoice numbers for the supply of the pharmaceuticals.
21. HEDAC did not have unfettered discretion to apply or use the donation of pharmaceuticals. The Program dictated the use of the donated pharmaceuticals.
22. RLG Inc., Agkuran, MSC, MCO and HEDAC did not retain any notes, emails or letters regarding the negotiation of the terms and conditions of the various agreements they entered into (i.e. regarding any discussions, disagreements or disputes etc.).

In addition to the above, it is also our position that you were not dealing at arm's length with RLG Inc. and Agkuran with respect to the series of transactions involving the purchase of MUs / CUs because of the following factors:

1. The terms of the repayment of the promissory note to RLG Inc. are not indicative of an arm's length term of a liability. It is our opinion that an arm's length seller would not accept MUs / CUs as a method of repayment. Payment by replacement goods is normally not an accepted practice among sellers and purchasers of MUs / CUs in Canada.
2. You were aware that you did not have any further obligations once you paid the four year prepaid interest. You were aware that your promissory note would be settled on your behalf through acquisition by an authorized agent of the Program, identical pharmaceuticals from the unamortized portion of your prepaid interest at significantly lower prices.
3. You allowed RLG Inc. to control and direct your responses to the CRA queries with respect to the Program.
4. RLG Inc. accepted your loan application without conducting a credit check on you.
5. Agkuran is a for profit organization (i.e. not a non-for-profit entity), however, it did not mark-up the purchase price of the MUs / CUs it supplied to you (i.e., purchased and sold for the same price).
6. You acted in concert with RLG Inc. by willingly participating in the predetermined series of transactions required to facilitate the execution of the Program (i.e. signed a pledge, purchased MUs / CUs on 100% credit by entering into the financing arrangement, paid the prepaid interest and 3% cash donation to HEDAC) for purposes of obtaining an inflated donation tax credit.

As there is no evidence of any history on the existence of BCO1, it is our opinion that BCO1 was created by the promoter and the creators of the Program and/or their agents/representatives for the purpose of establishing the selling price of \$1 per MU and \$28 per CU from BCO1 to Agkuran and from Agkuran to you.